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The Solicitors' Journal

VOL. LXXVII. **Saturday, September 16, 1933.** No. 37

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Current Topics.

Counsel's Control of Defence.

A PARAGRAPH in *The Times* a few days ago stated that M. PAUWELS, the Dutch advocate, who had been asked to undertake the defence of one of the prisoners in the Reichstag fire trial, has decided not to appear, his reason for taking this step being that he must decline to accept control from the Communist Committee which is acting on behalf of the accused man. This decision is entirely in line with that which members of the Bar in this country would adopt, and which many have in the past adopted. Where a person instructs counsel to act on his behalf he must be guided by what counsel deems best to secure the end of his retainer, namely, the success of the client, and counsel is perfectly justified in declining to act if the client himself insists on retaining control of the defence. In one of the state trials in Edinburgh towards the end of the eighteenth century one of the prisoners complained that he had been unable to obtain the assistance of certain counsel to whom application had been made. The editor of the "State Trials" communicated with HENRY ERSKINE, the Dean of Faculty, then at the height of his fame as a brilliant advocate, enquiring whether he was one of the counsel who had refused to act on behalf of the prisoner. ERSKINE replied that he was not, and added that he would certainly have undertaken the defence if he had been requested to do so, but he added this : "I should at the same time have qualified my compliance with this condition that the conduct of the defence should be left entirely to me, knowing, as I did, that if he spoke himself he would avow principles and views which would supply the counsel for the Crown with the only thing they wanted to make out their case—the criminal intention." To be controlled in his conduct of the defence by the particular accused M. PAUWELS might well consider bad enough, but to be controlled by a Communist committee would be ten times worse. Little wonder then that he declined the retainer.

The Town and Country Planning Regulations.

THE Regulations provisionally made in March last by the Minister of Health under the Town and Country Planning Act, 1932, are now permanently in force, and deal in much detail with the duties of local authorities in putting the provisions of the Act into operation. It is of interest to note that before passing any resolution to prepare or adopt a scheme or to take other decided steps, the local authority must consult with every other "interested authority," furnishing them with certified copies of resolutions, draft schemes or orders and other essential documents, and await representations from the other "interested" bodies, which must be duly considered. A list of these bodies is given in the Interpretation Article of the Regulations and includes the council of any county, county borough or county district, and a joint committee or responsible authority, in whose area land included or proposed to be included in a scheme or order is situate. In addition to consultation with other interested local authorities, the authority concerned is required to "take steps by means of conferences or such other means as they think expedient, to secure the co-operation of owners or other persons interested in the land proposed to be included in any scheme, supplementary order or general development order," and to this end must furnish to any registered owner or association applying for the same, copies of any draft preliminary statement, scheme or order which has been adopted and published. By "registered" owner or association is meant any owner or association appearing in a register of names and addresses of owners, or associations of owners, of property within the district affected, and any local association representing business or industry. It would appear, therefore, that before any town or country planning scheme is adopted, Parliament intended that all local interests affected should be given a fair opportunity of being heard.

Rent Books.

A RENT book, which till a few years ago was of no more importance to a lawyer than, say, a laundry book, has acquired increased dignity in consequence of various statutory enactments of recent years. The Statement of Rates Act, 1919, s. 1, compels a landlord who pays rates instead of his tenant to insert in the rent book or other similar document a statement of particulars of the levy. The Housing Act, 1925, s. 5, enjoins him to inscribe his name, or that of the person responsible for fitness for habitation, that of the local medical officer of health, and their addresses. And now, by the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, s. 14 (1) (*b*), and by Pt. II of the Schedule to the Rules made by the Minister of Health thereunder, a good deal of information, not only as to facts, but also as to law, and arranged under nine heads, must appear in the book ; and the penalty for default, a maximum fine of £10, is more severe than in the other cases, in which it is limited to 40s. So that a rent book which used to be merely a record of payments is now a mine of information and a legal text-book in miniature. (True, some rent books, obtainable at stationers, always had a number of "terms of the tenancy," usually including a covenant against alienation, printed on the inside of the cover ; but as these normally do not come to the notice of the tenant until after the agreement has been concluded, it is doubtful whether they serve any purposes other than that of bluff). The only technical objection to this policy is that the book, after all, is the property of the tenant, so that criminal liability is imposed on someone for failing to deface someone else's property. The Rent Restriction legislation has also (s. 14 (2) (*b*) of the 1920 Act, s. 8 of that of 1933) provided for what a marginal note dignifies by the name of Rectification of Rent Books, which means the correction by the registrar of the county court, in the light of judicial findings, of entries showing arrears.

The Slaughter of Animals Act, 1933.

THIS statute, which received the Royal Assent on 28th July, might have been said to be the final charter of kind treatment for all doomed cattle were it not for the curious compromise set out in s. 2 in regard to sheep. It would seem that the opposition of butchers to the use of humane killers for sheep might have wrecked the measure when it was before the House of Commons: as a result the backers of the Bill accepted the compromise referred to. The first section requires that all animals brought to a place of slaughter shall either be "instantaneously slaughtered" or "by stunning be instantaneously rendered insensible to pain until death supervenes," and this is to be effected by means of "a mechanically-operated instrument" which may include some electrical apparatus. But as regards sheep, these merciful provisions are not to be put into operation unless the local authority pass a resolution applying s. 1 to "sheep, ewes, wethers, rams and lambs." The statute, however, requires every local authority to consider and decide upon the matter within twelve months of the passing of the Act. We may therefore expect to see the humane slaughtering of sheep adopted in one local area but not in the next; and we shall have the same sort of thing happening in this respect as is bound to happen where "local option" decides upon drinking hours for licensed premises and closing times for shops—crossing over the boundary to avoid restrictions. It was, perhaps, inevitable in the circumstances, but we cannot help feeling that legislation of this type is very unsatisfactory, and it is to be hoped that presently, when the collective wisdom of local authorities on the subject has been ascertained by the course they adopt, the Act can be amended so as to regularise its operation all over the country.

Ancient Tenures.

MEMBERS of the British Association recently visited the parish of Laxton in Nottinghamshire, where the soil is cultivated on the "open field" system. This is stated to be the last survival of that ancient tenure in England. Exact details of the rules governing the rights of the cultivators would be of considerable interest to lawyers, but the newspaper reporters, writing for the general public, omit them. Apparently, however, each parishioner has the right to cultivate his crop in rotation, on some or all of a common field, which, when fallow, is subject to grazing rights vested in all the parishioners. This might perhaps be Lammas land with shifting severalties, Lord COKE'S note in respect of which is quoted in HALSBURY'S "Laws of England," 2nd ed., vol. IV, p. 565. The reported cases on these old tenures usually arose on rights of common pasture, or customs of inclosure in fee simple and free from the ancient rights. *Cheesman* v. *Hardham* (1818), 1 B. & Ald. 706, concerned rights of common in an open arable field at Bosham, Sussex, but held, so far as cultivation was concerned, in severalty. *Godmanchester, etc.* v. *Phillips* (1836), 4 A. & E. 580, was mainly reported on the competency of witnesses, but it concerned also the ownership of "balks" or strips of uncultivated land between cultivated lands in open fields, such strips being subject to rights of pasturage. *Antrobus* v. *Barwell* (1847), 11 J.P. 808, was a claim of "common of shack *pour cause de vicinage*" at Turnham Green, Middlesex, but the claim was defeated when the defendant proved that he had enjoyed his lands free from all exercise of the right for over thirty years. The parish of Laxton, according to the reporter, "is still subject to mediæval discipline, the court leet is still summoned by the bailiff, and the jury is still sworn by the steward of the manor. The jury to-day, as of old, inspects the state of cultivation, and imposes fines on delinquents." Section 40 of the Sheriffs Act, 1887, saves the powers of any court leet then in existence, but, according to HALSBURY'S "Laws of England," vol. VIII, p. 765, "The jurisdiction [of the court leet] has fallen into complete disuse, having been superseded by the summary jurisdiction exercised by the justices of the peace." Apparently there should be a saving for the curious Laxton survival. The lord of the manor is Lord MANVERS, the head of a noble family averse from change, preferring to continue ancient customs in the old patriarchal fashion.

The Rights of Way Act, 1933.

THE coming into force of this measure, which is fixed for 1st January, 1934, is an event that owners of property and their legal advisers would do well to keep in mind. A brief and informative "Bulletin" (No. 38), issued by the Seale-Hayne Agricultural College, summarises the position admirably. After pointing out that where the public have, under the old common law, already established their claim to a particular right of way, there is no means of disturbing this right, the circular goes on to summarise the provisions of the Act by which the public can be prevented from acquiring new rights by way of encroachment. The owner may at any time, either before or after the commencement of the Act, place a notice in a position visible to those using the way, intimating that he does not admit the path to be a public right of way. If a tenant is in occupation of the land he cannot take action himself, but must act through his landlord. If the public tear down or remove or persistently ignore the notice, the landlord may give written notice to the county, borough, urban or rural council, as the case may be, and, since these councils are protectors of the public as regards rights of way (under the Local Government Act, 1929), they will be compelled to look into the matter. Unless an agreement is reached a case will have to be fought out between the council and the landlord. The council will win the case for the public if they can prove the twenty or forty years' uninterrupted use, whichever is appropriate. The landlord may further protect his rights by depositing with the council a map of his land, together with a written statement showing what he admits to be public ways. By inference this will, of course, also show what he does not admit to be public ways. Lastly, every six years he may make a statutory declaration that he has dedicated no additional ways to the public. The twenty or forty years' period, as above, would then only begin to run from the date of this declaration, and successive declarations every six years would form an effective bar to the public ever claiming a new right of way.

Mental Disorder.

THAT increasing use is being made of the facilities now offered for out-patient treatment under the Mental Treatment Act, 1930, is one of the more important facts set out in the report of the Board of Control for 1932. The number of temporary patients admitted during the year to public mental hospitals continues to be disappointingly small, largely owing to the reluctance of general practitioners to avail themselves of the new facilities for obtaining treatment without certification for non-volitional cases. Some improvement was shown in the number of voluntary admissions to public mental hospitals under s. 1, but insufficent use was still being made in some areas of this important provision of the Act. During the year the total accommodation was increased by 2,268 beds. The net result of the additions, after allowing for the increase in the number of patients under care, is to reduce the deficiency in beds to 607 for men and 1,110 for women, making a total deficiency of 1,717 beds. The report points out, however, that though the position has eased for the time being, it must not be assumed that the improvement is likely to continue. It is an accident that a slower rate of increase happens to have coincided with an unusually large number of added beds. The facts disclosed in the report provide undeniable proof that the Mental Treatment Act, 1930, is a step forward in dealing with the grave problem of mental disorder, but it is also clear that much remains to be done before the problem reaches a final solution.

The Administration of Justice (Miscellaneous Provisions) Act, 1933.

THIS Act, which came into force on the 1st September, is, having regard to its title, commendably short, but none the less has effected some substantial alterations in the law of procedure.

Chief amongst these alterations is, of course, abolition of the grand jury, one of our most ancient institutions, which owes its origin to Henry II, who directed that twelve lawful men from each hundred and four from each township should be summoned to "present" for trial those persons in their district who were suspected of crime. Right to the end the grand jury had in theory a right (never in very modern times exercised in practice) of presenting anyone on suspicion only without hearing any evidence against him. Consequently, although in practice, since after examining on oath all the witnesses for the prosecution it could "ignore" the bill, the grand jury did constitute some protection to an accused person who had been committed on slender evidence, in theory, it was something less than a protection, since it could find a true bill on mere hearsay or even (subject to the limited number of crimes that came within the purview of the Vexatious Indictments Act, 1859) could put on trial a person whom the justices had refused to commit.

The abolition of the grand jury is responsible for the larger part of the provisions of the new Act.

Prior to the Act a grand jury at quarter sessions could find a true bill against an accused person for an offence not triable at sessions, such a finding, of course, necessitating the transmission of the bill for trial at assizes (*R.* v. *Allum* (1846), 2 Cox Cr. C. 62). Now, by s. 2 (1) of the Act, a bill of indictment may only be preferred before a court in which the person charged may be lawfully indicted for the offence charged.

The Vexatious Indictments Act is repealed and henceforward no one can insist on being bound over to prosecute a charge in respect of which the justices have refused to commit.

The present law as laid down in s. 2 (2) is that a person may not prefer a bill of indictment against any one unless (*a*) the accused has been committed for trial or (*b*) the bill is preferred by the direction or with the consent of a judge of the High Court or pursuant to an order made under s. 9 of the Perjury Act, 1911. If a bill which complies with the requirements of the sub-section is "preferred," i.e., is handed to the "proper officer" of the court (r. 1 of the rules mentioned below) it is the duty of such officer to sign it, and he may be required by the judge or chairman of the court to do so. When so signed it becomes an indictment (sub-s. (1)). Sub-section (2), however, contains a proviso that if a person has been committed for trial the bill may include any counts, either in substitution for or in addition to those charging the offence for which the accused was committed, if they are founded on facts or evidence disclosed in any examination or deposition taken before a justice in the accused's presence, being counts that may be lawfully joined in one indictment. Hence it seems that, providing the justices have committed for one offence, a count may be added for another offence (properly joinable in the same indictment as the former) for which the justices refused to commit, providing the proper officer or the judge or chairman of the court is satisfied that the depositions on which the justices refused to commit disclose a *primâ facie* case in respect of the second charge. Further, a charge of previous conviction or of being an habitual criminal or habitual drunkard can be added to any bill of indictment subject as to the two latter to the provisions of the Prevention of Crimes Act, 1908, s. 10, and the Inebriates Act, 1879, s. 3, and the Inebriates Act, 1898, s. 1, respectively, the provisions of which have not been repealed.

If a bill not in accordance with the aforesaid provisions has been signed, the indictment or any improperly inserted count may be quashed, providing that if the accused is convicted the indictment or count cannot be quashed on appeal unless application was made at the trial to quash it (sub-s. 3 (3)).

The Indictment (Procedure) Rules, 1933, made under s. 2 (6) of the Act, were issued the day after the passing of the Act. The rules are mainly taken up with application for leave to prefer a bill which is to be made in writing either to a judge in chambers of King's Bench Division, or to a judge appointed for the assizes to which the bill is to be presented or for the area in which the quarter sessions to which it is to be presented is situated, or where there is no judge of the High Court present the Commissioner of Assize, and to be accompanied by proofs of witnesses or depositions in cases where justices have refused to commit, and an affidavit of belief in the statements in the application (unless the applicant is the Director of Public Prosecutions), and the decision, unless the judge or commissioner in a particular case otherwise directs, is to be given in writing on the application.

Rule 1 referred to above recognises the right in every case of the prosecutor to prefer the bill himself, but provides that where, with the consent of the prosecutor, the bill is prepared by or under the supervision of the proper officer (which is the usual course) it is to be deemed to be preferred when it is settled. Rule 2 provides that no bill may be presented after the first working day of assizes or sessions without leave of the judge or chairman. The "proper officer" in relation to assizes and sessions includes any deputy clerk appointed under any enactment and any officer nominated in that behalf by the judge or chairman (r. 9).

The remaining important provisions of the Act may be shortly summarised.

Claim for Death Duties.

Section 3 introduces a welcome provision by allowing a person against whom a claim for death duties has been made, or who on reasonable grounds apprehends that a claim will be made, to apply to the court in a summary manner (in accordance with rules to be issued) for the determination of the question whether the applicant is accountable or chargeable with or is "*or may thereafter become liable to pay*" duties and the extent of the liability. Notwithstanding the words quoted however the section in terms applies only to duties which have or are alleged to have "become chargeable" by reason of the death of any person, and does not entitle a person to ask for a finding as to what duties he may be accountable for in the future, except where the duties have already become chargeable, but of which payment is not exigible till a future date.

Crown Debts.

Another simplification of the law is made by s. 4, which allows Crown debts to be recovered by writ of summons as an alternative to procedure by information, and such debts within the limit of the county court jurisdiction (at present £100) may be recovered in the county court, but proceedings commenced in the High Court cannot be remitted to the county court without the consent of the Crown, and if an action for an amount within the jurisdiction of the latter court is prosecuted in the High Court the provisions of s. 116 of the County Courts Act, 1888, limiting the amount of costs recoverable, are not to apply.

Prerogative Writs.

Section 5.—The procedure for obtaining writs of *certiorari*, mandamus and prohibition is to be simplified by rules of court providing for the abolition of motion for order *nisi*, and (save in exceptional cases) for leave being obtained before an application is made for an order absolute for the issue of any such writ. Prohibition to the county court is already obtainable under s. 127 of the County Courts Act, 1888, by means of a summons in chambers to show cause why prohibition should not issue. In case of the refusal of a county

court judge to exercise jurisdiction, the procedure (under s. 131) is practically the same for an order in the nature of a mandamus.

In the case of justices of the peace, in addition to the common law procedure for writ of mandamus, there are at present two statutory provisions: s. 5 of the Justices Protection Act, 1848, providing for an application to the (King's) Bench (Division) for a rule to show cause where a justice refuses to do any act relating to the duties of his office; and s. 5 of the Summary Jurisdiction Act, 1857, providing for a similar application where justices refuse to state a case.

The new rules are to provide for the assimilation of procedure in cases where it is sought to compel justices of the peace or a judge of county court to do any act relating to the duties of their respective offices to the procedure when the issue of a prerogative writ of mandamus is sought.

Trial by Jury in King's Bench Division.

Section 6 limits the *right* to trial by jury to actions in which the court is satisfied that the fraud of either party or libel, slander, seduction, malicious prosecution, false imprisonment, seduction or breach of promise of marriage is in issue, and even in any of such cases if the court is of opinion that the trial requires prolonged investigation of documents or accounts or any scientific or local examination which cannot conveniently be made with a jury, an order may be refused. In all other cases an order for a jury is in the discretion of the court. Different questions of fact may still be ordered to be determined by different modes of trial.

Costs in Crown Proceedings.

Hitherto the Crown has not ordinarily been liable for costs, and s. 7 introduces the long-asked-for rule that in any civil proceedings (including a petition of right), or in any arbitration in which the Crown (including the Attorney-General, or a Government Department, or an officer of the Crown) is a party, costs may be awarded to be paid by or to the Crown on the same principles as in cases between subjects. There are provisoes, however, authorising an order by another party to the action to pay the costs of the Attorney-General, any Government Department or officer of the Crown who or which is required "by any enactment or otherwise" to be made a party, or an order to be made for the payment of costs out of a particular fund. An instance of such an action is where the Attorney-General is joined in proceedings relating to alleged charitable bequests.

Master in Lunacy.

Section 8 will, it is hoped, effectually deal with the overwork (and consequent delay) now falling on the shoulders of the Master in Lunacy. It gives the Lord Chancellor power to authorise an officer of the Master qualified to be appointed Assistant Master to exercise the jurisdiction of the Master.

Protection Against Fire.

Attention has been called from time to time to the fact that the law relating to fire brigades and "fire-fighting" needs modernizing; and it will no doubt come as a great surprise to most people to learn that although a local authority is required to maintain a relatively large (and, in the view of many over-burdened ratepayers, much too swollen) staff of officials of various kinds, to execute duties of more or less arguable public utility, yet they are not compelled by law to keep up a fire brigade.

The powers of extra-metropolitan local government authorities are different from those relating to the metropolis; and even outside the London area the powers vary according to whether the authority is urban or rural.

To deal first with extra-metropolitan local authorities: (*a*) As to urban authorities, including both municipal boroughs and urban district councils. Parliament has been careful to make provision for an adequate supply of water and facilities for its use in case of fire. Thus, s. 66 of the Public Health Act, 1875, provides as follows: "every urban authority shall cause fire plugs and all necessary works machines and assistance for securing an efficient supply of water in case of fire to be provided and maintained and for this purpose they may enter into any agreement with any water authority or person." An urban authority has, therefore, an imperative duty cast upon it to make this provision (vide *Grand Junction Waterworks Co.* v. *Brentford Local Board* [1894] 2 Q.B. 735; 63 L.J. Q.B. 717). Then, by s. 38 of the Waterworks Clauses Act, 1847, water undertakers at the request of the local authority "shall fix proper fire-plugs in the main and other pipes belonging to them . . . for the supply of water for extinguishing any fire which may break out within the limits of the special Act." They are also required to put up public notice in some conspicuous place in each street in which fire-plugs are fixed indicating their situation. All urban authorities are similarly required to "paint or mark on the buildings and walls within the streets, words or marks near to such fire-plugs to denote the situation thereof." (See s. 66 of the Public Health Act, 1875.) Thus emanate the mystic signs, mural and other tablets, hieroglyphics, etc., which may be seen decorating our streets. This is no mere formality, for a local authority is liable for damage due to error in such indication plates (see *Dawson & Co.* v. *Bingley U.D.C.* [1911] 2 K.B. 149; 55 S.J. 346).

Not only have fire-plugs to be fixed, but water undertakers are obliged under penalties to keep their pipes to which such fire-plugs are fixed charged with water, unless prevented by frost, unusual drought, or other unavoidable cause or accident or during necessary repairs (Waterworks Clauses Act, 1847, ss. 42, 43). And this is one of the few occasions when a water authority cannot charge for a supply of water. Section 43 of the Act of 1847 provides that no charge is to be made for water used for extinguishing fire.

With regard to fire brigades and their fire engines and other apparatus, reference must be made to the provisions of the Town Police Clauses Act, 1847, incorporated by s. 171 of the Public Health Act, 1875. By s. 32, urban authorities "*may* purchase or provide such engines for extinguishing fire . . . and such fire escapes and other implements for safety or use in case of fire, . . . and *may* build, provide, or hire places for keeping such engines with their appurtenances, and *may* employ a proper number of persons to act as firemen."

The above words "purchase or provide" enable an urban authority not merely to buy but, where necessity arises, to hire temporarily, fire engines, etc. (*James & Egham Fire Brigade* v. *Staines U.D.C.* (1900), 83 L.T. 426). Furthermore, the fire brigade superintendent of an urban authority has implied authority, in the absence of regulations to the contrary, to call in, where he deems it necessary, the services of another fire brigade to assist him in his operations. Under the provisions of s. 285 of the Public Health Act, 1875, urban district councils have power to combine for the provision of fire engines. The Public Health Acts Amendment Act, 1907 (7 Edw. 7, c. 53), also contain provisions (Pt. VIII) dealing with "fire-fighting"; but it is only an adoptive Act and requires an order of the Home Secretary before its powers can be put in force in a district. Similarly, a local authority may adopt s. 15 of the Public Health Act, 1925 (15 & 16 Geo. 5, c. 71), which enables them to fix and maintain fire alarms in streets and public places.

(*b*) As to rural districts. Rural district councils are not under statutory obligation to provide fire plugs, as s. 66 of the Public Health Act, 1875, only applies to urban authorities. But a rural authority can obtain an order of the Minister of Health conferring upon them the powers of urban authorities with respect to fires. Rural councils are, moreover, authorised under s. 51 of the Public Health Act, 1875, to provide a water

supply for their district. In the event of their so doing they have power to fix fire plugs in their mains as part of the works of water supply.

Permissive powers for the provision of fire engines, etc., and incidental matters, in rural parishes are also conferred by the Lighting and Watching Act, 1833 (3 & 4 Will. 4, c. 90); the Poor Law Amendment Act, 1867 (30 & 31 Vict. c. 106); the Local Government Act, 1894 (56 & 57 Vict. c. 73); and the Parish Fire Engines Act, 1898 (61 & 62 Vict. c. 38).

With respect to the Metropolis: The duties with respect to extinguishing fires and protecting life and property in case of fire are carried out by the London County Council, who took over the duties formerly exercised by the Metropolitan Board of Works under the Metropolitan Fire Brigade Act, 1865 (28 & 29 Vict. c. 90). That Act provided that it shall "be lawful for them to provide and maintain an efficient force of firemen, and to furnish them with all such fire engines, horses, accoutrements, tools and implements as may be necessary." It also deals with the various provisions and duties in connection with fires and the fire brigade, etc. The brigade is now called the London Fire Brigade (see London County Council (General Powers) Act, 1904).

Liability of Occupiers of Dangerous Premises.

LIABILITY TO PERSONS ENTERING AS OF RIGHT AND TO TRESPASSERS.

In previous articles we have discussed the liability of occupiers of dangerous property to those who enter by permission of the occupier, namely, those who enter pursuant to a contract, invitees and licensees. It is now necessary to consider the position where the person entering does so without permission. Such entry may either be as of right or may be a trespass, in which case there is no right at all to enter.

If I use a highway which crosses land in private ownership, my only right is to pass along the highway, the soil of which remains in the occupation of the owner of the land. Accordingly, the owner is under no duty towards the users of the highway, who must take it as they find it, with all its attendant dangers. In certain circumstances there may be liability for positive acts of misfeasance, e.g., the creating of a public nuisance, which is an indictable misdemeanour. But, apart from this there is no liability. See per Willes, J., in *Gautret* v. *Egerton*, L.R. 2., C.P. 371, at p. 373.

Apart from the position of users of highways, it seems that the liability towards those who enter as of right must of necessity depend upon the nature of the right. In these days there is an ever-increasing number of people who enter by a right given by some statute. To them it would seem reasonable that the occupier should owe some duty, either one of taking due care to make the premises reasonably safe or else one of giving warning of concealed dangers. In *Glasgow Corporation* v. *Taylor* [1922] 1 A.C. 44, Lord Shaw did not seem disposed to extend this duty beyond either giving warning of or perhaps prohibiting access to dangers not seen and obvious. This seems common sense, for it would appear to be asking too much to expect an occupier who was deriving no benefit from the use of his land to protect the users from the consequences of their own folly in running into obvious dangers.

It now remains to consider the position of the trespasser, of whom it may be generally said that he must take all risks. The occupier owes him no duty. Nor does he owe any duty of care in respect of trespassing animals who may, for example, eat poisonous leaves upon his land (*Ponting* v. *Noakes* [1894] 2 Q.B. 281).

The occupier must not, however, intentionally create on his premises a source of danger for the purpose of injuring trespassers. This clearly appears from the old case of *Bird* v. *Holbrook*, 4 Bing. 628, while the particular act done in that case, namely, setting a spring gun, was soon after made a criminal offence by an Act of George IV, and later, by the Offences against the Person Act, 1861, s. 31. Nor must he attract another's animals on to his land in order to injure them. But, so long as the source of danger is only created for the protection of property and not for the purpose of injuring trespassers, it cannot give rise to any action. A trespasser may be ejected by the use of reasonable force; just so, he may be kept out by creating a reasonable source of danger. "That you may set traps for trespassers is obvious," said Scrutton, L.J., in *The Carlgarth* [1927] P. 93, at p. 109, and a common instance of this is the use of broken glass on a wall or of barbed wire.

Again, it seems fairly clear that the occupier is liable for positive acts of negligent misfeasance which injure a trespasser whom he knows to be on his premises at the time the acts are done; for example, releasing poisonous gases in a laboratory in which a trespasser was known to be at the time.

Apart from these duties, which are, after all, really only part of every man's duty not to commit assaults, and the second of which is also something unconnected with the state of the premises as the trespasser finds them on entering, the trespasser, as has been said, has no rights.

There may sometimes arise difficult questions as to where the border line should be drawn between trespassers and licensees. It would appear to be best treated as a question of fact in each case, though "Salmond on Torts," 7th Ed., p. 470, suggests that no one is a trespasser who enters to hold any sort of communication with the occupier or any other person on the premises unless he knows or ought to know that his entry is prohibited. But the exception seems to make the principle hard to apply, for there may be cases of a beggar who goes to the door not knowing, and surely not expected to know, what his reception will be. Is he a licensee until he is ordered from the door, and then a trespasser? What of the man who trespasses in a private park merely to take a short cut and who, on seeing the occupier approaching, decides to hold a communication with him, namely, to ask his leave to continue or, should that appear a little presumptuous, merely the time of day? Does that decision in his own mind turn him into a licensee? Is it not, surely, better to consider each case on its facts?

A trespasser may, of course, become a licensee by the acquiescence of the occupier in habitual trespasses, and this is particularly so in the case of trespassing children. In the well-known case of *Cooke* v. *Midland Great Western Railway of Ireland* [1909] A.C. 229, the company knew that children habitually played with an unlocked turntable and took no steps to prevent them. The House of Lords held that these facts made the children licensees, and that, consequently, the company owed them the higher duty already discussed in another article. But, even where the child is a mere trespasser, if he be too young to be guilty of contributory negligence, he should not be knowingly exposed to tempting dangers, e.g., the berries of a poisonous shrub which were tempting and harmless in appearance: *Glasgow Corporation* v. *Taylor*, *supra*.

Company Law and Practice.

Disclaimer by Liquidator.

Before the Companies Act, 1929, came into operation, there was no right of disclaiming property, however onerous, in the winding up of a company. Section 267 of the Act, reproducing, with modifications, the provisions of s. 54 of the Bankruptcy Act, 1914, now gives a liquidator power, subject to certain conditions, to disclaim "land of any tenure burdened with onerous covenants, shares or stock in companies, unprofitable contracts, or any other property that is unsaleable or not readily saleable." The

operation of such disclaimer, the provisions entitling persons interested in disclaimed property to take steps to protect themselves and the remedy of any person injured by the disclaimer to prove as a creditor, are the same, *mutatis mutandis*, in the case of disclaimer by a liquidator as where a bankrupt's property is disclaimed by his trustee under s. 54 of the Bankruptcy Act, 1914, and the decisions on the disclaimer sections in the various Bankruptcy Acts will apply equally, it is submitted, to the relevant provisions of s. 267. I propose, therefore, to confine my remarks here to the question of the principal differences between disclaimer in bankruptcy and disclaimer in liquidation.

Perhaps the most noticeable difference is the fact that whilst a trustee in bankruptcy need not obtain the leave of the court to disclaim except in certain cases of disclaimer of leaseholds (Bankruptcy Act, 1914, s. 54 (3)), a liquidator cannot disclaim any onerous property, whatever its nature, without first getting such leave. An application for leave may be opposed, and the leave of the court may be refused, the matter being "really one for the discretion of the court to be exercised on legal grounds": per Maugham, J., in *Re Katherine et Cie* [1932] 1 Ch. at p. 75. In that case the learned judge held that where the liquidator of a company applies for leave to disclaim leasehold property of the company, the court, in exercising its discretion, may take into consideration the effect of the disclaimer on interested parties—there, the lessors, who were liable, if disclaimer were allowed, to lose the additional security of a personal guarantee of performance of the covenants and payment of the rent. "The court may properly balance the advantages and disadvantages of a disclaimer to be gained by the liquidator in the liquidation of the assets and by persons affected by the disclaimer" (*ibid.* at p. 78).

A further important distinction between disclaimer in bankruptcy and disclaimer in liquidation arises in the question of the possible personal liability of the trustee in bankruptcy and of the liquidator respectively. Maugham, J., in the above-cited case, touched on this point and explained the general position in these words: "The winding up of a company does not effect a *cessio bonorum*, and the property of the company remains vested in the company as before; whilst in a bankruptcy the property of the bankrupt vests in the trustee. It follows that a trustee in bankruptcy, if he does not disclaim the property, is or may be personally liable, whereas in the liquidation of a company property not disclaimed by the liquidator remains vested in the company and the liquidator does not incur the smallest liability."

This question of the personal liability of a liquidator was raised in the recent case of *Stead Hazel & Co.* v. *Cooper* [1933] 1 K.B. 840. At the time of the liquidator's appointment by the court there was a contract outstanding under which the plaintiffs had agreed to deliver cotton in monthly instalments to the company, at prices to be fixed during the month of delivery at the buyer's option, cash before delivery. The liquidator did nothing to disclaim the contract, but in fact wrote to the brokers who had negotiated the agreement and arranged for payments to be made after, and not before, delivery. This letter he signed in his own name and described himself as liquidator. On these terms the contract continued to be carried out by both parties; and the brokers fixed the price for a number of outstanding deliveries, and this price was acceded to by the liquidator. The outstanding goods were not, however, accepted either by the company or by the defendant liquidator; and the plaintiffs sought to make the latter personally liable for breach of contract. Lawrence, J., decided that there was no personal liability attaching to the liquidator. In the first place the facts showed no intention on his part to undertake a personal liability, and any new contract he might have entered into was a contract by him as agent for the company. A further contention on behalf of the plaintiffs was that a liquidator appointed by the court is in the same position as a receiver and manager appointed by the court, and that there is a presumption that when he performs a contract without disclaimer, or makes a new contract, he does so in his personal capacity. Lawrence, J., however, pointed out that the position of a liquidator appointed by the court is different from that of a receiver and manager appointed by the court, the former being the agent of the company, whereas the latter is not; and on this ground he distinguished the case of *Burt, Boulton & Hayward* v. *Bull* [1895] 1 Q.B. 276, where a receiver and manager appointed by the court was held personally liable on an order for goods given in his own name and in which he described himself as receiver and manager. The learned judge went on to consider the effect of s. 267, but held that the fact that that section gives the liquidator the right to disclaim any contract which he thinks onerous does not impose on him any additional personal liability. Not only are there no words in the section imposing any personal liability, but there is a contrast between that section and s. 54 of the Bankruptcy Act, 1914, the words of sub-s. (2) of the latter section referring expressly to the trustee's liability and providing for its discharge in respect of property disclaimed, whereas the corresponding sub-s. (2) in s. 267 of the Companies Act mentions only the company's liability and makes no mention of a personal liability in the liquidator; the distinction arising, as Maugham, J., has pointed out, from the fact that in the one case the assets of the bankrupt vest in the trustee, whilst in the other the company's property remains vested in the company.

Two further incidental differences are perhaps worthy of mention: under s. 267 (1) the period within which the liquidator is to disclaim is twelve months after the commencement of the winding up, whereas a trustee in bankruptcy must disclaim within twelve months "after the first appointment of a trustee." In both cases the period may be extended by the court. Secondly, there is no provision in s. 267 as to the running of the time for disclaimer should the office of liquidator be vacated through removal, resignation or death. The Bankruptcy Act, s. 54 (7), on the other hand, provides for the case where an official receiver is acting after the trustee has vacated his office, and gives the official receiver twelve months from the time when he became trustee in which to disclaim. "Buckley" (11th ed., p. 549) suggests that in the case of a liquidator the twelve months will continue to run after he has vacated office, whether or not a successor is appointed, and whether or not such successor knows of the existence of the property. In any case the court has always the power to extend the time for disclaiming.

A Conveyancer's Diary.

Ademption of Legacies by Portions.

The doctrine of ademption of legacies by portions has always seemed to me to be one which has long called for the attention of the legislature to, at any rate, restrict its operation.

This equitable rule appears to me to be an indirect way of interfering with the testamentary rights of a father in an unjustifiable way, and to be opposed to the general law regarding wills and testamentary dispositions.

Moreover, whatever may have been the justification for the doctrine in former times it has little to be said for it in these days.

The doctrine is based upon the assumption that, when a father bequeaths a legacy to a child he intends it as a "portion," that is some provision for his advancement in life, but when he bequeaths a legacy to a nephew or other relative or to a stranger he has no such intention.

The doctrine has been authoritatively stated as follows: "When a father gives a legacy to a child, the legacy coming

from a father to a child must be understood as a portion, though it is not so described in the will; and afterwards advancing a portion for that child, though there might be slight circumstances of difference between that advance and the portion and a difference in amount, yet the father will be intended to have the same purpose in each instance; and the advance is, therefore, an ademption of the legacy."

Now, I should have thought that where a father gives a legacy or share in his estate to a son he means and must be "intended" to mean that his son is to have that legacy or share as his proportion of the property which the father has at his death. People are more familiar with the law regarding wills at the present time than they were when the doctrine was established, and a man who after making his will gives a substantial sum of money to a son, knows that he can alter his will if he so wishes and reduce the benefit which the will confers on the son. In the great majority of instances he knows nothing about the law regarding ademption of legacies by putations.

However, there the doctrine is and except by the legislature it cannot now be ignored or altered.

The rule applies not only to pecuniary legacies but to shares in residue. It is not surprising that at one time this was doubted, but it was definitely decided that it was so in *Montefiore* v. *Guedalla* (1859), 1 De G. F. & J. 93, where Lord Campbell, L.C., said: "It has been said that neither can there be an ademption where a testamentary gift is of residue of the testator's personal property, nor can such testamentary gift operate as a satisfaction of a covenant to make a provision to a given amount for a child. This position rests on the principle and if strictly acted upon, would produce great injustice. The doctrine of ademption has been established for the purpose of carrying into effect the intention of fathers of families in providing for their children and of preventing particular children from obtaining double portions, contrary to such intention."

With great respect, I venture to say that the doctrine was established not for the purpose of carrying out the intention of a father, but of carrying out what the courts of equity considered ought to have been his intention.

In fact the rule has often had the effect of defeating a father's intention.

Thus in *Montagu* v. *Earl of Sandwich* (1886), 32 Ch.D. 525, Bowen, L.J., felt constrained to say (at p. 544): "Feeling no confidence that in applying this doctrine of double portions in this particular case, we are giving effect to the real intention of the testator, feeling no confidence at all myself that this presumption, when applied in this particular case, may not be absolutely leading us away from the true wish of the testator, yet it seems to me it would be wrong to break through precedent, and I record my judgment accordingly in favour of the appeal as a sacrifice made upon the altar of authority."

There have been many "sacrifices made upon the altar of authority" by the application of this doctrine.

Take the case where a father gives a legacy of substantially all his estate to his son and the residue to strangers. Afterwards the father pays a sum for the advancement of the son. The legacy is adeemed wholly or *pro tanto* by the advance, and the residue given to strangers is increased. How can there be any *presumption* that the father intended any such result? It may well be that the son was in no need of advancement in the proper sense of the word and that the father had quite other reasons for parting with part of his property to him.

There has been some inroad made upon the strict application of the rule in the case of shares of residue given to children and also a share or shares to strangers.

In such a case the ademption operates only for the benefit of the other children and not of the strangers.

That was decided in *Meinertzhagen* v. *Walters* (1872), 7 Ch. 607, where Mellish, L.J., said: "Now in the ordinary case of a legacy, where a legacy has been left to a child, and then a gift has been made which amounts to an ademption of that legacy, there certainly appears to be no possible way of holding it to be an ademption so as to carry out the general rule against double portions, except by holding that whoever has the residue benefits by it; because by the necessity of the case the persons who have the residue must benefit by the fact of the previous legacy not being paid from any cause whatever. But when we come to apply the rule as to a share in residue it appears to me that it is perfectly easy to carry out what I consider the real principle of the rule, namely, equality between the children, without allowing the stranger to take any benefit."

The effect of that decision is, to take an example, that if a testator bequeath residue of the value, say, of £10,000, between three children and a stranger in equal shares, and afterwards advances one child to the extent of £1,000, then the child so advanced will receive £1,500, the two other children £3,000 each, and the stranger £2,500.

I must leave the further consideration of this subject to another diary.

Landlord and Tenant Notebook.

Registration of Decontrolled Premises.

In providing for the registration of what are commonly called "Class C houses" which have lost the protection of the Rent Acts, the legislature has not been stingy in the matter of words. Five sub-sections (2-6) of s. 2 of the new Act, two of them qualified, like sub-s. (1), by provisoes, have been found necessary to express the wishes of Parliament. In addition, the new rules have had to provide for a form of application.

Sub-section (2) first of all defines the scope of the enactment. To be capable of or liable to registration, a house must be "Class C," i.e., of a maximum rateable value of £20 on 6th April, 1931 (London) or £13 on 1st April, 1931 (elsewhere), and must have been decontrolled on 17th July, 1933, by virtue of s. 2 of the 1923 Act. Legislation by reference again—and it behoves us to remember that s. 2 of the 1923 Act provides two distinct methods of decontrol. One is what might be called the usual manner, namely actual possession; and here we must not forget that apart from the conflict of judicial opinion as to the meaning of "actual possession" as defined in the third sub-section of that section, the first sub-section, which creates the ground, has a proviso excluding houses of which possession has been obtained under an order or judgment made after the 1923 Act (31st July, 1923) on the ground of non-payment of rent. Which reminds me of a case in which a landlord proved to the satisfaction of the court that the tenant was in arrear with his rent and had committed sundry breaches of other obligations of the tenancy, whereupon the court, as it was then entitled to, made an order for possession under the 1920 Act, s. 5 (1) (*a*) —but as it did not trouble to specify which, if any, consideration influenced its mind most, the landlord was left in doubt as to whether the premises were, on his taking possession, decontrolled.

The other method provided by s. 2 of the 1923 Act is the valid agreement for a tenancy, or a lease for, not less than two years. (A proviso excludes controlled sub-let parts.) The grantee must be the actual tenant at the time. In a case recently reported in this journal (77 Sol. J. 355), *Quinlan* v. *Avis*, Talbot, J., said he did not quite know what "valid" meant, but it did not mean that the agreed rent must not exceed the figure it must not exceed when the premises were controlled.

Having thus defined the scope, the new Act ordains that the landlord shall make an application to the council of the county borough or county district in the prescribed form.

The form in question is to be found in Pt. III of the schedule to the 1933 Rules, and it is not surprising that the declaration which the landlord has to sign contains the phrase "to the best of my belief."

There follows the enactment that if in any proceedings it is proved that but for s. 2 of the 1923 Act the house would have been protected, and that no application has been made, the house shall "subject as hereinafter provided" be deemed to be a controlled house. Hence the importance of appreciating the scope of s. 2 aforesaid. A landlord may have granted a seven years' lease of some "Class C" property, have forgotten all about the Rent Acts, and then have his memory refreshed by a claim for six months' excess rent.

That, however, is probably where the "subject as hereinafter provided" (which argues well for the modesty of our legislators), may come in. For the local county court may, on an application to it being made, certify that there was reasonable excuse for a failure to make the application to the council and the landlord then has seven days in which to repair the omission. "Reasonable excuse" is an expression which has found its way into a number of statutes, e.g., the Education Act (non-attendance at school); and at common law a witness may escape punishment for disobeying a subpœna if he has a reasonable excuse. Analogies had, however, perhaps, best be sought with the "reasonable cause," for which failure to give notice of accident and to make a claim within the periods prescribed by the Workmen's Compensation Act may be excused. A perusal of the authorities shows that ignorance of rights under the Act has not been accepted, and that even if advice sound at the time in the state of then existing authorities be the reason, the subsequent overruling of those authorities may deprive the offender of absolution. Hence, it is important to keep an eye on current reports. On the other hand, ignorance of facts is a plea readily entertained; and if a landlord were to show that he had bought the reversion of what he understood was a decontrolled house, no doubt a certificate would be granted.

The next three sub-sections show that the function of the local council is purely administrative. It has to open and keep the register and to issue on demand certificates stating whether or not houses are registered; but these certificates are not to evidence more than the fact of application or non-application, and cannot determine the question whether the property is controlled or decontrolled. And if a court of law holds that a registered dwelling is protected, the registration is to be cancelled.

The last sub-section makes it a criminal offence, punishable by fine and/or imprisonment, knowingly to make, with intent to deceive, a false statement, calculated to lead to the belief that a house in "Class C" is outside that class. It is noticeable than anyone who makes such a statement may be prosecuted; thus, not only the landlord, but his agent, etc. The matters to be proved by the prosecution are, however, matters not easily proved: knowledge and intention are sometimes difficult to establish. As to the "calculated," cf. the Trades Disputes and Trade Unions Act, 1927, s. 1 (1), (*a*) (ii) and (*b*) (ii), which speak of strikes and lock-outs "designed or calculated" to coerce the Government. Presumably "designed" implies deliberate intention on the part of human beings, but regardless of the probability of success, while "calculated" refers to probable consequences, regardless of object. In the case of s. 2 (6) of the new Rent Act, the express provision as to intent ensures that both conditions must be satisfied (besides that of knowledge) before a conviction can be obtained.

STIPENDIARY MAGISTRATE RETIRING.

Sir Daniel Lleufer Thomas, who has been Stipendiary Magistrate of Pontypridd since 1909, has intimated to the Home Secretary that he desires to retire from his office at an early date. Sir Daniel, who is seventy years of age, was called to the Bar by Lincoln's Inn in 1889, and was knighted in 1931. He is vice-chairman of Glamorgan Quarter Sessions.

Our County Court Letter.

THE TENURE OF SPORTING TROPHIES.

(*Continued from* 77 Sol. J. 519.)

In *Rogers* v. *Lee*, recently heard at Doncaster County Court, the plaintiff (as chairman of the Doncaster Chrysanthemum Society) sued, on behalf of the society, for the return of a silver cup. The plaintiff's case was that (1) in 1929 the cup was presented to the society, to be awarded to the exhibitor obtaining most points in certain classes; (2) in 1929 and 1930 the cup was won by the defendant's father, who complied with the rules by signing an undertaking to return the trophy by a given date; (3) in 1931 the cup was won by the defendant, who (by an oversight) was not asked to sign the usual undertaking. The defendant's case was that (*a*) according to the rules, he had won the cup outright; (*b*) he was never told about returning it, and there was no intimation (in the programme) that the cup was only to be held for a year. His Honour Judge Hildyard, K.C., held that the trophy was a challenge cup, and an order was made for its return, with costs.

LIABILITY FOR GOODS ON SALE OR RETURN.

A question as to the passing of property in goods was recently considered at Manchester County Court in *Anver* v. *Pensby Pharmacy Limited*, in which the claim was for £2 18s. as the price of goods sold and delivered. The plaintiff's case was that (1) in January one of his travellers (who had since left his employ) had persuaded the defendants to take a consignment of baby food, on sale or return, (2) delivery had taken place in February, but no notice had been taken of letters requesting payment or a return of the goods, (3) the plaintiff's solicitors were eventually informed that the traveller had failed to carry out a promise to canvass the local doctors. The defence was that (*a*) the traveller was told that the best way to sell the food was to interest the local doctors, (*b*) the introduction of a new article was a lengthy process, and six to eight months was a reasonable period for keeping goods on sale or return. His Honour Judge Leigh observed that, although the plaintiff had notified the defendants that a reasonable time had elapsed, no notice was taken of the letters. It was held that, as the defendants had not returned the goods within a reasonable period, a liability to pay had arisen. Judgment was, therefore, given for the plaintiffs for the amount claimed, with costs.

LIABILITY FOR SQUIB THROWING.

In *Suckling* v. *Eady*, recently heard at Ipswich County Court, the claim was for £18 7s. 6d., as damages for negligence. The plaintiff's case was that (1) on the 5th November, 1932, he was playing cards in the "Butt and Oyster," when a squib (which he did not see lighted) jumped up his left sleeve, where it exploded; (2) he was severely burned (and had paid a doctor's bill of £6), and also was unable to work for five weeks, so that he had had to employ an extra man on his beet farm. The defendant's case was that (*a*) the spot where he had lighted a squib was the doorstep, but it had shot out of his hand and into the room where the plaintiff was sitting; (*b*) the amount claimed was excessive, and £6 previously paid, plus another £6 (paid into court) was sufficient to answer the plaintiff's claim. His Honour Judge Hildesley, K.C., gave judgment for the plaintiff, for the amount claimed, with costs, and an order for payment out of the money in court. This judgment was in accordance with the decision in *Scott* v. *Shepherd*, reported in "Smith's Leading Cases" (13th Ed., 1929), Vol. I, p. 513. The last-named case was decided (on similar facts) in 1773—a circumstance which shows that, in some respects, the passage of time has little effect either upon law, or upon manners and customs.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

It is not generally remembered that Lord Chief Justice Denman died, in large measure, a victim of his zeal for the abolition of slavery. From 1843 he waged with voice and pen a constant warfare against the last activities of the slave traffic, and thus weakened by overwork, he was not able to bear up under the strain of the heavy business of the Spring Assizes on the Western Circuit, in 1849. The day before Easter Term began, he suffered a paralytic stroke. Nevertheless, he recovered sufficiently to return to his post in Trinity Term and also to raise his voice once more in the House of Lords in an attack on slavery. At last, however, he grew so ill that he could scarcely sign his name, and both doctors and friends urged resignation. From this step he shrank, for he knew his successor would be Sir John Campbell, who had made himself obnoxious by attacks upon him and by spreading reports of his incapacity. Finally, however, he had to retire. Rest improved his health, and he again became active. In 1852 he wrote a series of articles bitterly attacking Dickens for the character of Mrs. Jellyby in "Bleak House," as tending to retard negro emancipation. That year, however, he had a final stroke at Nice, which completely disabled him, though he lingered on and did not die till the 22nd September, 1854.

RETORTS CONCLUSIVE.

"Back chat" between bench and bar rarely comes out well in cold print whatever it sounds like in court. There was recently reported an account of an altercation between a chairman of magistrates and an advocate who had complained of interruptions. "I am trying to help you." "Let me assure you that you are not doing it. I should think my address will not make the least difference to you now." "It may make every difference." "I have never before in my life been treated in a court like this." "Excuse me, are you talking to me personally?" "Of course," and so on. Rare, indeed, is the gift of the unanswerable retort as practised by Carson. Once in his early days he was arguing a case before the full court and Mr. Justice Lawson bluntly interrupted him with: "Mr. Carson, you've got no case." Shortly afterwards, he again interrupted him with the same remark. Grimly polite, Carson paused and addressed him: "My lord, I heard you say that twenty minutes ago and knew it would be useless to argue the merits of my case with your lordship. Since then, I have not addressed one word to your lordship. I've been addressing the other judges, and may I be allowed to go on without your lordship's interruptions?"

ONE VIEW OF THE COURTS.

An unsuccessful litigant has just been committed for trial on a charge of publishing a defamatory libel. He had written (*inter alia*) that the Walsall County Court was "a cesspit of corruption and that if you wanted to be on the winning side you should square the registrar" who would "attend to the judge." Ideas of this sort now and then seem to lodge themselves in the breasts of disappointed litigants and sometimes even of expectant ones. I very much like the story of the County Court judge who was travelling in a railway train opposite a stout farmer. They got into conversation, and the farmer asked: "Can you tell me the way to the court—the County Court?" "Oh, yes," replied the judge. "I happen to be going there." "Do you know the judge?" was the next question. "Oh, very well, indeed—few men better," was the guarded answer. "Wot kind of a man is 'e? 'Im as keeps the beer-shop sez 'e's a stuck-up hass, and the baker sez 'e's a bleedin' fool; but both on 'em sez as 'ow it's best to see 'im just afore yer case comes on 'cause it makes a difference." It does not appear what difference this particular interview made.

Reviews.

A Guide to the Rent and Mortgage Interest Restrictions Acts, 1920 to 1933. By W. E. WILKINSON, LL.D. (London), Solicitor of the Supreme Court. Fifth Edition. 1933. Demy 8vo. pp. xvi and (with Index) 257. London: The Solicitors' Law Stationery Society, Ltd. 9s. 6d. net.

This work is described, on "jacket" and on title-page, as a complete exposition. A perusal of the text will satisfy the reader that the description is justified. The task of clearly expounding a series of enactments, the first of which modified the common law in ways unheard of and undreamed of, while the later measures each added, withdrew or modified the modifications, is no mean one, and Dr. Wilkinson is to be congratulated on the way in which he has set out the final effects of this troublesome legislation. It is not surprising that almost one-fourth of the book is devoted to those parts of the Acts which govern the question whether premises are within or outside their scope. The fictitious examples by means of which the author illustrates the effect of the new provisions for decontrol are a valuable aid to their understanding. The numerous restrictions on the amount of rent, on the right to possession, and the various other obligations, negative and positive, imposed on parties, are dealt with in order of importance, and special chapters are devoted to such matters as the nature and incidence of statutory tenancy, the position with regard to mortgages, and the recovery of sums overpaid. The interesting subject of contracting out, a possibility sometimes overlooked by the harassed practitioner, is specially discussed; one proposition advanced, namely, that there would appear to be no objection to an agreement by a tenant waiving the privileges conferred on statutory tenants by s. 15 (1) of the Act of 1920, is, when one remembers s. 2 (3) *ibid.*, perhaps a bit wide. The appendices contain not only the text of the statutes and rules, but also a set of well-drafted "forms not prescribed" (Appendix III) which should prove particularly useful.

Books Received.

Private Companies: Their Management and Statutory Obligations. By HERBERT W. JORDAN, Company Registration Agent, and STANLEY BORRIE, Solicitor. Second Edition. 1933. Demy 8vo. pp. xii and (with Index) 205. London: Jordan & Sons, Ltd. 5s. net.

Frauds and Swindles. By MAURICE C. MOORE. 1933. Demy 8vo. pp. ix and 99. London: Gee & Co. (Publishers), Ltd. 3s. 6d. net.

District Development under the Planning Act, 1932. By L. A. BLACKBOURN, Solicitor. 1933. Royal 8vo. pp. (with Index) 156. London: Kent County Newspapers, Ltd. 12s. 6d. net.

The Law of Child Protection. By E. E. BOWERMAN, M.A., of the Middle Temple, Barrister-at-Law. 1933. Crown 8vo. pp. xxvi and (with Index) 124. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

Evidence and Procedure at a Glance. By P. J. CAREY and A. K. DAS, M.A., of the Middle Temple, Barristers-at-Law. 1933. Demy 8vo. 6 pp. folding sheet. London: Sir Isaac Pitman & Sons, Ltd. 1s. net.

Practical Building Law. By GORDON ALCHIN, M.A., B.C.L., Barrister-at-law. 1933. Demy 8vo. pp. xiii and (with Index) 241. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

Children and Young Persons Act, 1933. By ALFRED E. IKIN, B.Sc., LL.D., Director of Education, Blackpool. 1933. Royal 8vo. pp. xii and (with Index) 310. London: Sir Isaac Pitman & Sons, Ltd. 10s. 6d. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Will—Devise of Residue in Undivided Shares—L.P.A., 1925, s. 34 (3)—Purchase of Entirety by one of the Co-devisees.

Q. 2815. A died in 1932, having by his will made just previous to his death, appointed B, C and D executors (but not trustees thereof). After making certain specific and pecuniary legacies testator bequeathed all the residue of his estate to B and C "in equal shares." The residue is comprised of (*inter alia*) a dwelling-house, which B desires to acquire and C is quite prepared to sell her share therein to B. The question arises as to what are the proper steps to be taken to vest the legal estate in B. As the residue of the estate was bequeathed to B and C in undivided shares, it appears that as the result of the provisions of s. 34 (3) of the L.P.A., 1925, the property comprised in the residue became vested in D, B and C upon the statutory trusts, and they being trustees for sale cannot sell the property to one of themselves. If they can assent to the property vesting in B and C it would be a simple matter for C to transfer her interest to B, but can such an assent be made? Section 34 (3) states that the property shall vest in the personal representatives (without prejudice to the rights and powers of the personal representatives for purposes of administration) upon the statutory trusts. "Purposes of administration" presumably mean payment of debts, funeral expenses, etc., and would not apparently include the making of a vesting assent. What, therefore, is the simplest and best method of effecting the transfer of the property to B?

A. We do not think that it is quite accurate to state that the residuary realty is vested in D, B and C upon the statutory trusts. We rather suggest that this real estate is now vested in B, C and D in their capacity as personal representatives, with the duty (subject to their rights and powers for purposes of administration) to assent to the vesting thereof in themselves upon the statutory trusts so as to give effect to L.P.A., 1925, s. 34 (3). We suggest that C should assign her equitable interest to B, and that (by the same deed if desired) B, C and D as personal representatives of A, and at the request of B as solely entitled in equity, should convey the legal estate to B free from all the trusts, powers and provisions of or arising out of the will of A. We agree that this is not a case where an assent can properly be employed. The suggested deed will attract an *ad valorem* stamp on the assignment by C, plus 10s. for the passage of the legal estate by the personal representatives.

Husband and Wife—Purchase by Wife in Name of Husband—Effect.

Q. 2816. A and B are husband and wife. In 1920 a house is purchased, the purchase money being provided as follows, i.e.: £150 by the wife out of her own money; £250 on mortgage from a friendly society. For the reason only that B, the husband, is a member of the friendly society, the property is conveyed under his name and, of course, mortgaged by him. The husband and wife go to live in the house, and whilst there the wife takes in lodgers. The husband pays little or nothing towards the upkeep of the house, being for most of the time out of work. The mortgage money is repaid to the friendly society by monthly instalments of principal and interest extending over a period of thirteen years. This money is provided solely out of the wife's earnings from the lodgers.

(1) On the term of thirteen years being completed, the receipt is endorsed on the mortgage showing the money to have been paid by the wife. The husband has paid no interest to the wife for over two months from the date of the statutory receipt, and therefore presumably the wife can sell. If she does, would she have to account to the husband for the purchase money, and if so, could she set off against his claim the £150 originally paid by her to the friendly society?

(2) Can the wife take any, and if so what, proceedings to prevent the husband from exercising any control over the house at all.

A. (1) There is no presumption that the purchase in the name of the husband was by way of advancement, and even had such an advancement been presumed under the principles of equity it could have been rebutted by parol evidence (*Bennett* v. *Bennett*, 10 Ch. Div. 474). It would, therefore, appear that in the purchase the husband was a mere trustee for the wife, a position which does not seem to have been disturbed by the subsequent mortgage. It is suggested, therefore, that on the 1st January, 1926, the wife took the legal estate under L.P.A., 1925, Sched. I, Pt. II, para. 3, the friendly society taking the appropriate statutory term which would vest in its trustees under Pt. VII of that Schedule, and that as she has now paid off the mortgage out of moneys nominally at any rate her separate property the term is extinguished. So long as she retains control of the deeds it is impossible for her husband to make any title under the amendment of L.P.A., 1925, Sched. I, Pt. II, para. 3, effected by the Schedule to L.P. (Amend.) A., 1926. We do not think that the wife would be under any obligation to account to her husband for the proceeds of sale of the house as such, but he might have a claim against her in respect of the profits of letting lodgings on the ground that they were not earnings of an occupation carried on by her separately from her husband.

(2) As indicated above, so long as the wife has, as we assume she has, the deeds it is not possible for the husband to deal with the property.

Personal Liability for Workmen's Compensation.

Q. 2817. In the case of—

(1) Executors or trustees carrying on the business of a testator under a power to do so in the will;

(2) A receiver appointed by debenture-holders and by the terms of his appointment acting as agent of the company;

(3) A trustee under a deed of assignment for the benefit of creditors generally properly carrying on the debtor's business by resolution of a committee of inspection or otherwise;

(4) A liquidator carrying on the business of a company for the purpose of winding up under s. 191 of the Companies Act, 1929; and

(5) Any other Trustee;

what would be the position in the event of a preferential claim arising under the Workmen's Compensation Act, 1925, during such carrying on by the persons above mentioned, or any of them, if such claim were to render the estate, business or company insolvent, and in this event would the receiver, executor, liquidator or trustee, as the case may be, become personally responsible for any claim so arising, or any portion thereof?

A. (1) The executors or trustees would be personally liable, as the compensation is a statutory debt. (See "Williams on Executors," 12th ed., 1930, Vol. II, p. 1173, para. 3.)

(2) The receiver would be personally liable. (See "Palmer's Company Precedents," Vol. III, 13th ed., 1927, p. 497, para. 3.)

(3) A trustee under a deed of assignment would be personally liable, as he impliedly engages the workmen on fresh contracts of service, or else assumes the liability as assignee.

(4) A liquidator would not be personally liable, as he is acting for the company, and is not himself the employer. (See "Palmer's Company Precedents," Vol. II, 14th ed., 1933, p. 333, para. 4.)

(5) Any other trustee would be personally liable, as the Workmen's Compensation Act, 1925, creates a debt from the employer. Most trustees are within that definition, as it is immaterial (between themselves and their workmen) whether the trustees have a right to indemnity from their beneficiaries.

The Rights and Liabilities of Auditors.

Q. 2818. A private limited company (practically a one-man concern) which has carried on business as grocers for several years has, contrary to the advice and wishes of the auditor, taken down the name-plate outside its registered office (the shop premises) and the proprietors are trading as if the company had ceased to exist. They have taken no steps to wind up the company or to inform the public that they are no longer trading as a company. The auditor entirely disapproves of this action, and desires to know (1) what are his duties and liabilities in the circumstances, and (2) to what penalties, if any, are the directors liable for failing to take any steps to wind up the company. The auditor's remuneration is payable to him quarterly. Is he entitled to receive payment thereof up to the date when the next annual meeting ought to be held, even if (as seems likely) no further accounts are sent to him for audit?

A. (1) The Companies Act, 1929, s. 93 (2), provides that the company and every officer in default shall be liable to a fine of £5, if the company does not keep its name painted or affixed under s. 93 (1) (*a*). It appears, however, that an auditor is not an officer of the company, within the meaning of such sections as the above, as s. 133 (1) (*a*) provides that an officer of the company shall not be qualified as an auditor. It is true that s. 132 (3) refers to the "office of auditor," but the auditor (when appointed) is regarded by the Act as someone apart from the officers of the company. The auditor has fulfilled his duty (in advising against the removal of the name) and will incur no liability in the circumstances.

(2) The directors are liable to a fine of £5 each—if in default. Guilty knowledge therefore appears to be an ingredient of the offence, but (in a small company) it will be difficult to prove ignorance of the removal of the name plate.

(3) Under s. 132 (6) the auditor's remuneration must be fixed in general meeting, and (having been so fixed) it therefore continues. He is therefore entitled to payment up to the due date of the next annual meeting, even if no accounts are sent to him for audit.

Farm Tenancy—Compensation for Disturbance by Local Authority.

Q. 2819. Does paragraph (*e*) of the seventh sub-clause of cl. 12 of the Agricultural Holdings Act, 1923, mean exactly what it says? If so, I assume that an urban district council who purchase a farm for the purpose of using the land as the site of a housing estate and then lets the farm to a tenant, and then gives the tenant notice to quit in order to proceed with the erection of houses on the land, is not liable to pay the tenant compensation for disturbance.

A. We think that is so—always provided that the farm, before being let to the tenant, was in fact acquired by the local authority expressly for the purpose stated under statutory powers and in accordance with prescribed formalities.

Notice to Quit—Quarterly Tenancy.

Q. 2820. A tenant holds certain premises from a landlord on a quarterly tenancy, and a notice to quit is served by the landlord upon the tenant by sending the same by registered post on the 23rd June, 1933, and the notice to quit is received by the tenant from the postal authorities on the morning of the 24th June, 1933. The notice to quit is for possession on the 29th September next. Is this good service, in view of the fact that it was received on the quarter-day, 24th June?

A. For a quarterly tenancy a quarter's notice is sufficient and by analogy with a yearly tenancy, a notice served on the quarter-day is good: *Roe* d. *Durrant* v. *Doe*, 6 Bing. 574, cited in *Sidebotham* v. *Holland* [1895] 1 Q.B. 378. See also the analogous case of a weekly tenancy, *Newman* v. *Slade* [1926] 2 K.B. 328.

Obituary.

Mr. G. F. KELLOCK.

Mr. George Francis Kellock, solicitor, partner in the firm of Messrs. Kellock & Cornish-Bowden, of Totnes, Devon, died on Friday, 1st September, at the age of seventy-two. A son of the late Alderman T. C. Kellock, who was four times Mayor of Totnes, Mr. Kellock was admitted a solicitor in 1883. He succeeded his father in 1910 as registrar of the Archdeaconry of Totnes. He was clerk to the Charity Trustees, and in 1929 he was elected to the Totnes Town Council, retiring last November.

Mr. G. D. KENNEDY.

Mr. George Dodgson Kennedy, solicitor, head of the firm of Messrs. Leo. Kennedy & Glover, of Ormskirk, Lancs, died in a Southport nursing home on Friday, 8th September, at the age of forty-four. He served his articles with the late Mr. R. R. Glover, of Ormskirk, and was admitted a solicitor in 1913, subsequently becoming a partner in the firm. For several years Mr. Kennedy was one of the two representatives for Aughton on the West Lancashire Rural District Council and the old Ormskirk Board of Guardians.

Mr. J. M'DUFF.

Mr. James M'Duff, solicitor, of Crieff, died on Thursday, 7th September, at the age of seventy-nine. For many years he was with Messrs. M. Macgregor & Co., W.S., of Edinburgh, until he started to practise on his own account in Crieff about forty years ago. He was for many years a member of Crieff Town Council and the old Crieff Parish Council.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

Agreement to Waive Mortgage Interest: Liability for Income Tax.

Sir,—With reference to the above Point in Practice in your issue of the 2nd inst., it may be useful for readers to know what the practice is in this district.

I have had several similar cases, and I have always found that the Revenue take a reasonable view.

When the Revenue are satisfied in a particular case that mortgage interest has not been recovered by the mortgagee in cases where the mortgagor has become insolvent or the mortgaged premises have become vacant or some other good reason preventing recovery, instead of insisting upon the mortgagor or other person liable for the time being under the mortgage continuing to pay the tax on the amount of the interest and the mortgagee allowing it, the Revenue have usually been satisfied with an undertaking from the mortgagee to inform the Revenue

when he receives anything for interest, and to account for such tax as may then be raised thereon. Thus the mortgagee is not penalised, and he can (at the time when any liability arises) still claim the benefit of any allowances or relief to which he is entitled.

Builth. SYDNEY G. THOMAS.
7th September.

Legal Notes and News.

Honours and Appointments.

Mr. H. B. ROBERTSON, K.C., has been appointed a Judge of the Supreme Court of British Columbia.

Colonel J. A. HOPE, of Perth, Ontario, has been appointed Judge of the Ontario Supreme Court.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

Mr. Anthony Nichol Bowman, solicitor, of Carlisle, Cumberland, left £32,298, with net personalty £14,154.

Mr. Addison James Bromham, solicitor, of Richmond, Surrey, left £10,854, with net personalty £10,674.

Mr. William Arthur Chase, Barrister-at-Law, of Hove, Sussex, left £6,641, with net personalty £6,279.

COST OF PUBLIC BUILDINGS.

Sir Hilton Young, the Minister of Health, has appointed A. Strachan Bennion, Esq., F.S.I., M.I.Struct.E., to be an additional member of the Departmental Committee which he set up last July to consider and report on the questions of the capital cost of construction and the annual cost of maintenance of various classes of public buildings provided by local authorities.

POOR LAW RELIEF.

A White Paper issued by the Ministry of Health records a decrease of 6·3 per cent. in the number of persons in receipt of poor law relief between the end of March and the end of June, 1933. There were slight increases following the Easter and Whitsuntide holidays, but otherwise there was a steady decrease during the quarter, and at the end of June the figures showed a decrease of 85,178 persons.

INCORPORATED ACCOUNTANTS' EXAMINATIONS.

The next examination of candidates for admission to the Society of Incorporated Accountants and Auditors will be held on 30th and 31st October and 1st and 2nd November, 1933, in London, Manchester, Cardiff, Leeds, Glasgow, Dublin, Belfast, Cape Town, Johannesburg and Durban.

Women are eligible under the Society's regulations to qualify as Incorporated Accountants upon the same terms and conditions as are applicable to men.

Particulars and forms are obtainable at the office of the Society, Incorporated Accountants' Hall, Victoria Embankment, London, W.C.2.

RATING AND VALUATION (METROPOLIS) ACTS, 1869 TO 1930.

The provisional Rules circulated in September, 1929, have now been made substantive, and have been issued as the London (Valuation Lists) Rules, 1933, dated 28th July, 1933 [S.R. & O., 1933, No. 785. Order No. 73,718. Price 6d.] The substantive Rules do not differ in any material respect from the provisional Rules.

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 28th September, 1933.

	Div. Months.	Middle Price 13 Sept. 1933.	Flat Interest Yield.	†Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	108¼	3 13 9	3 9 2
Consols 2½%	JAJO	73¼	3 8 0	—
War Loan 3½% 1952 or after	JD	100⅝	3 9 8	3 9 3
Funding 4% Loan 1960-90	MN	111½	3 12 0	3 7 5
Victory 4% Loan Av. life 29 years	MS	108¾	3 13 7	3 10 3
Conversion 5% Loan 1944-64	MN	117	4 5 6	3 3 0
Conversion 4½% Loan 1940-44	JJ	110¼	4 1 5	2 16 6
Conversion 3½% Loan 1961 or after	AO	99¼	3 10 6	—
Conversion 3% Loan 1948-53	MS	98½	3 0 11	3 2 2
Conversion 2½% Loan 1944-49	AO	94	2 13 2	2 19 7
Local Loans 3% Stock 1912 or after	JAJO	85¾	3 9 11	—
Bank Stock	AO	350½	3 8 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	76½	3 11 11	—
India 4½% 1950-55	MN	109	4 2 7	3 15 5
India 3½% 1931 or after	JAJO	85	4 2 4	—
India 3% 1948 or after	JAJO	73	4 2 2	—
Sudan 4½% 1939-73	FA	110	4 1 10	2 10 3
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	—
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	107	4 13 5	4 4 10
Canada 3½% 1930-50	JJ	99	3 10 8	3 11 7
*Cape of Good Hope 3½% 1929-49	JJ	100	3 10 0	3 10 0
Natal 3% 1929-49	JJ	94	3 3 10	3 10 5
New South Wales 3½% 1930-50	JJ	95	3 13 8	3 18 1
*New South Wales 5% 1945-65	JD	106	4 14 4	4 6 11
*New Zealand 4½% 1948-58	MS	105	4 5 9	4 0 5
*New Zealand 5% 1946	JJ	109	4 11 9	4 0 9
*Queensland 4% 1940-50	AO	100	4 0 0	4 0 0
*South Africa 5% 1945-75	JJ	112	4 9 3	3 14 9
*South Australia 5% 1945-75	JJ	107	4 13 5	4 4 10
*Tasmania 3½% 1920-40	JJ	100	3 10 0	3 10 0
Victoria 3½% 1929-49	AO	94	3 14 6	4 0 3
*W. Australia 4% 1942-62	JJ	100	4 0 0	4 0 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	84	3 11 5	—
Birmingham 4½% 1948-68	AO	111	4 1 1	3 10 10
*Cardiff 5% 1945-65	MS	109	4 11 9	4 0 9
Croydon 3% 1940-60	AO	92	3 5 3	3 9 3
*Hastings 5% 1947-67	AO	112	4 9 3	3 17 6
Hull 3½% 1925-55	FA	98	3 11 5	3 12 8
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85	3 10 7	—
Manchester 3% 1941 or after	FA	84	3 11 5	—
Metropolitan Consd. 2½% 1920-49	MJSD	93	2 13 9	3 1 3
Metropolitan Water Board 3% "A" 1963-2003	AO	86	3 9 9	3 10 10
Do. do. 3% "B" 1934-2003	MS	87	3 9 0	3 10 0
Do. do. 3% "E" 1953-73	JJ	95	3 3 2	3 4 6
*Middlesex C.C. 3½% 1927-47	FA	100	3 10 0	3 10 0
Do. do. 4½% 1950-70	MN	113	3 19 8	3 9 5
Nottingham 3% Irredeemable	MN	84	3 11 5	—
*Stockton 5% 1946-66	JJ	112	4 9 3	3 16 2
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	102½	3 18 1	—
Gt. Western Rly. 5% Rent Charge	FA	117½	4 5 1	—
Gt. Western Rly. 5% Preference	MA	100	5 0 0	—
‡L. & N.E. Rly. 4% Debenture	JJ	95¼	4 3 9	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	82½	4 17 0	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	99½	4 0 5	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	90½	4 8 5	—
Southern Rly. 4% Debenture	JJ	102½	3 18 1	—
Southern Rly. 5% Guaranteed	MA	112	4 9 3	—
Southern Rly. 5% Preference	MA	101⅛	4 18 6	—

* Not available to Trustees over par.
† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.
‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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